

RECORD AND RETURN TO:

Suzanne M. Plesnarski, Sr. Paralegal
NEW JERSEY HOUSING AND MORTGAGE
FINANCE AGENCY
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085

151 80487
CHICAGO TITLE INSURANCE COMPANY
TWO UNIVERSITY PLAZA
PLAZA 14
HACKENSACK, NEW JERSEY 07601

Whitlock Mills
HMFA #1388

GRANTS TO STATES FOR
LOW-INCOME HOUSING PROJECTS IN LIEU OF LOW-INCOME HOUSING
CREDITS PROGRAM

GRANT AGREEMENT AND DEED RESTRICTION

between

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

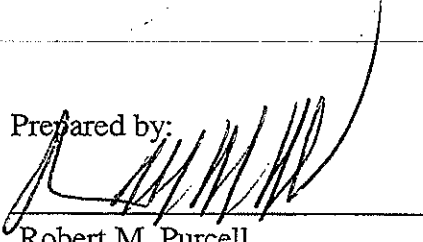
and

WHITLOCK MILLS, L.P.



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01/14/2011 11:17:34 AM MORTGAGES
Bk: 17642 Pg: 246
Willie L. Flood
Hudson County, Register of Deeds
Receipt No. 503376

Prepared by:


Robert M. Purcell,
Deputy Attorney General

TCX Program

THIS GRANTS TO STATES FOR LOW-INCOME HOUSING PROJECTS IN LIEU OF LOW-INCOME HOUSING CREDITS PROGRAM GRANT AGREEMENT AND DEED RESTRICTION, which constitutes the written agreement as described within Section 1602 of the American Recovery and Reinvestment Tax Act of 2009 ("ARRA") administered by the U.S. Department of Treasury ("Treasury") (the "Grant Agreement") is hereby made on the 20th day of December, 2010, by and between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency" or "Grantor"), located at 637 South Clinton Avenue, PO Box 18550, Trenton, New Jersey 08650-2085, and **WHITLOCK MILLS, L.P.**, having its offices located at 6851 Oak Hall Lane, Suite 100, Columbia, MD 21045 (hereinafter the "Sponsor" or "Grantee" or "Owner") the Agency and the Sponsor are, collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, the Sponsor has applied to and received a commitment for a grant from the Agency, funded by the Grants to States for Low-Income Housing Projects in Lieu of Low-Income Housing Credits Program ("TCX Program") authorized by Section 1602 of ARRA in the amount of **\$11,691,707**, and administered by the Agency (the "TCX Grant" or "Grant"); and

WHEREAS, the purpose of the Grant is to assist in the funding of Whitlock Mills, HMFA #1388, an affordable housing project consisting of **330** total units, of which **198** are LIHTC-qualified units, and **none** are Energy Star qualified units, to be located at **160 Lafayette Street, Lot 28 (formerly known as lot #18), Block 2057**, in the **City of Jersey City, County of Hudson, and State of New Jersey**, as described in Schedule "A" attached hereto (the "Project") and to be developed by the Sponsor; and

WHEREAS, the Agency and the Sponsor shall execute this Grant Agreement, in favor of the Agency that describes the terms and conditions of the TCX Grant; and

WHEREAS, the Sponsor received an award of Tax Credits in the total amount of \$1,177,077; and

WHEREAS, the Sponsor understands that the Project will be subject to tenant affordability restrictions and Agency oversight;

WHEREAS, any amount of the Grant subject to recapture becomes a debt owed by the Grantee to the United States, payable to the General Fund of the United States Treasury and enforceable against all assets of the Owner by all available means; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the Parties do hereby covenant and agree each with the other as follows:

1. Applicable Law: This Grant Agreement shall be governed by and construed in accordance with the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) and any HUD or Treasury regulations, guidelines and applicable notices thereto (the "Act") and the laws and regulations of the State of New Jersey including, but not limited to, the New Jersey Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. (the "Fair Housing Act"), the Agency's qualified allocation plan for Tax Credits, N.J.A.C. 5:80-

33.1 et seq., and the TCX Guidelines (the "Guidelines"). To the extent possible, these authorities shall be construed in such a manner as to complement one another and not conflict. However, in the event of a conflict, the most restrictive authority shall prevail.

2. **Superiority:** Should any of the terms and conditions of this Grant Agreement conflict with those of the Mortgage, the provisions of this Grant Agreement shall prevail.

3. **Amendments:** The parties agree to make no changes, amendments and/or to seek suspension or termination of this Grant Agreement without the prior written approval of the Agency.

4. **Proceeds:** Proceeds from the TCX Grant shall be paid to the Sponsor at such times and in such manner as such funds are advanced by the Agency in accordance with payment procedures outlined in this Grant Agreement. Proceeds of the TCX Grant must be expended by the Sponsor no later than **December 31, 2011**. Failure to expend funds by this date will result in a recapture by the Agency of the balance of the unexpended grant proceeds pursuant to the Guidelines.

5. **Definitions:** Capitalized terms used herein shall have the following meanings:

"**Act**" means the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), as amended from time to time, and the regulations, guidelines and notices promulgated by HUD and/or Treasury thereunder.

"**Agency**" means the New Jersey Housing and Mortgage Finance Agency or its authorized officer or representative.

"**Agency Financing**" means any construction and/or permanent mortgage loan(s) made to Grantee and authorized by the Agency Board for the Project.

"**Architect**" means the Architect of Record as designated by the Construction Contract.

"**Code**" means the Internal Revenue Service Code of 1986, as it may, from time to time, be amended.

"**Construction Completion Date**" means the date specified for completion of all stages of the work under the Construction Contract, which is February 28, 2012 unless otherwise modified pursuant to the terms of the Construction Contract.

"**Construction Contract**" means the contract between the Grantee and the Contractor, for the construction /rehabilitation of the Project.

"**Construction Lender**" means New Jersey Housing and Mortgage Finance Agency in its role as Lender of \$40,415,568.00 to the Grantee for the acquisition and/or construction/rehabilitation of the Project, which construction loan is secured by a first mortgage.

"**Construction Loan**" means the construction loan made to the Grantee by the Construction Lender to finance a portion of the cost of the acquisition and construction/rehabilitation of the Project as evidenced by a Note and secured by a Mortgage.

"Construction Period" means the time period prior to the issuance of a Certificate of Occupancy for all of the units constructed on the premises.

"Contractor" means Claremont Construction Group, Inc. , a corporation of the State of New Jersey..

"Day" means calendar day unless otherwise indicated.

"Draw Schedule" means the schedule of all sources and uses of funding for the project to which this TCX financing is provided and attached here to as Schedule "B".

"Event of Default" means any of the events set forth in Section 23 of this Grant Agreement.

"Exchange Funds" or "TCX Funds" means the funds provided to the Project under the TCX Program in exchange for Tax Credits returned under the Act.

"Grant Agreement" means the TCX Grant Agreement and Deed Restriction that secures the TCX Grant.

"Grant Documents" means this Grant Agreement, the Mortgage, Guaranty and UCC-1 Financing Statements.

"Green" means a practice that considers all parts of a building project, and examines the interaction between design, construction, and operations to optimize the energy and environmental performance of the project. This process may also be known as integrated design.

"Guaranty" means the agreement made by Grantee, in favor of the Agency, together with all amendments thereto, whenever and however made, whereby the Owner and HTA Whitlock, LLC guarantee in full the obligations of the Grantee under the Act, Rules and Guidelines, Sections 42 and 142, where applicable, of the Code, and the Grant Agreement made by Grantee in favor of the Agency of even date of this Agreement.

"Guidelines" or "TCX Guidelines" means the TCX Program guidelines promulgated by the Agency on August 20, 2009, as may be amended.

"HUD" means the U.S. Department of Housing and Urban Development.

"Land" means the real property of the Project, described in Schedule "A" attached hereto.

"Mortgage" means the TCX Mortgage and Security Agreement that secures the TCX Grant and the terms of which, by reference thereto, are incorporated herein.

"Mortgaged Premises" means the Project and the Land that secure the TCX Grant.

"Payment and Performance Bonds" mean the bond or bonds securing the payment of the Contractor's obligations to subcontractors and workers relating to the construction of the Project and the

performance of the Work pursuant to this Grant Agreement and the Construction Contract. This definition shall also include any letter of credit, maintenance or warranty bond or other form of performance guarantee acceptable to the Agency.

"Placed in Service" means the date by which the project must complete at least one affordable unit per building receiving TCX Funds or LIHTC. Where a project receives both TCX Funds and LIHTC, the Placed in Service deadline shall be the earlier of those attributable to these two funding sources under federal law. In no event can the Placed in Service deadline for a project receiving only TCX Funds be later than December 31, 2011.

"Plans and Specifications" means the plans and specifications for the Project submitted by the Architect.

"Project" means the real property as more specifically described in Schedule "A" attached hereto, and all improvements constructed thereon and personal property and fixtures located thereon pursuant to the Construction Contract.

"Qualified Project Period" means the period beginning on the first day on which 10 percent of the residential units in the Project are occupied and ending on the latest of--

(i) the date which is 15 years after the date on which 50 percent of the residential units in the Project are occupied,

(ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding, or

(iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates.

(iv) the date on which the compliance period and any extended use period with respect to Tax Credits awarded to this Project ends.

"Recapture" means the Project's obligation to return all or some portion of the TCX Funds for failing to maintain its applicable fraction during the Qualified Project Period. The amount of TCX Funds to be so recaptured shall be as established by Treasury.

"Rescission" means the Project's loss of TCX Funds not yet disbursed to it for failure to comply with the December 31, 2010 investment requirement and the December 31, 2011 expenditure requirement as set forth at Section 11 hereof. Should the Project fail to meet its Placed in Service date, all TCX Funds reserved for the Project may be rescinded, regardless of whether those funds have already been expended.

"Rescission Date" means the specific date or dates by which all of the TCX Funds must be expended pursuant to the Act. Any TCX Funds not expended by the Rescission Date will be recaptured and no longer available for use by the Project and may result in rescission of all TCX Funds previously disbursed to the Project. For this Project, all TCX Funds must be expended by December 31, 2011. If the Project does not meet its Placed in Service date, the Agency reserves the right to rescind all TCX Funds provided to the Project.

"Rules and Guidelines" includes all administrative rules, criteria, notices and program guidelines promulgated by the Agency to implement the TCX Program.

"Secretary" means the Secretary of the U.S. Department of Housing and Urban Development.

"Specifications" means the Project specifications and all additions hereafter issued by the Architect as provided in the Grant Documents, together with such other addenda as may be agreed upon by the parties.

"Subcontractor" means those who directly contract with the Contractor to perform any part of the Work (as hereinafter defined), including those who furnish substantial on-site labor, or substantial on-site labor and materials, but shall not include anyone furnishing materials without furnishing on-site labor.

"Tax Credits" means 4% low income housing tax credits that the Project has received pursuant to the Code in the amount of the balance of the award remaining after the Exchange.

"TCX Funds" or "Exchange Funds" means the funds provided to the Project under the TCX Program in exchange for Tax Credits returned under the Act.

"Title Company" means the New Jersey licensed title insurance firm that may provide title searches and insurance to the Agency for the TCX Grant and/or Mortgage.

"Treasury" means the United States Department of Treasury.

6. The Act/Rules/Guidelines: In addition to complying with any other laws, rules, regulations and other authorities that may be applicable to the performance of this Grant Agreement, the Sponsor shall comply with all applicable provisions of the Act, the Rules and Guidelines.

7. Federal Low Income Housing Tax Credits: In addition to complying with any other laws, rules and regulations that may be applicable to the performance of this Grant Agreement, the Sponsor shall comply with all applicable provisions of the statutes, regulations, rules, and other authorities governing federal low income housing tax credits ("Tax Credits"), including but not limited to, 26 U.S.C.A. § 42, 26 C.F.R. §§1.42-1 et seq., and N.J.A.C. 5:80-33.1 et seq.

8. Agency Financing: In addition to complying with any other laws, rules and regulations that may be applicable to the performance of this Grant Agreement, in the event the Project is receiving Agency Financing, the Sponsor shall comply with all applicable provisions of all statutes, rules, guidelines, policies, procedures and other authorities governing and regulating such Agency construction and/or permanent financing, including, but not limited to, N.J.S.A. 55:14K-1 et seq., N.J.A.C. 5:80-1.1 et seq., and the Agency Multifamily Underwriting Guidelines as then in effect.

9. Restricted Units:

- (a) The Sponsor will construct/rehabilitate **330** units, of which the Sponsor agrees to rent **198** of the units (i.e., 60% of the units) at the Project to tenants whose income does not exceed **60%** percent of the area's median income adjusted for family size and **132** of the units of

the Project to tenants whose income is unrestricted, as median income is defined by the United States Department of Housing and Urban Development, from time to time. The percentage of units that are affordable as set forth hereunder shall be known as the Project's "applicable fraction".

- (b) The Project is to be utilized at all times in accordance with the types of use as permitted by the Tax Credits and as may be approved by the Agency. The Project shall be subject to use and occupancy and/or lease agreements between the Owner and the residents.

10. Affordability Period: The Parties agree that this Project shall be primarily subject to the affordability restrictions governing and elected by the Sponsor with respect to any Tax Credits and the minimum as required by Section 42(h)(6), and Agency construction and/or permanent financing that this Project is receiving. Additionally, the units funded by the TCX Grant ("Project Units") shall remain affordable for a period of 35 years ("Affordability Period") as required by Section 42 (h)(6) and any affordability restriction elected by the Sponsor with respect to any Tax Credits. The Affordability Period shall commence simultaneously with the earlier of the Affordability Period attendant to any Agency financing or the compliance period attendant to the Tax Credits. Notwithstanding any of the foregoing, in no event shall the Affordability Period be less than the Qualified Project Period.

11. Timetable: A detailed construction and expenditure schedule is attached hereto as Schedule "C". A brief timetable of key Project construction benchmarks is as follows:

Financing closing date(s):	December 20, 2010
Construction start date:	December 20, 2010
30% of total adjusted basis in land and depreciable property reasonably expected to be part of the Project must be paid or incurred by:	December 31, 2010.
100% expenditure date for Exchange Funds:	December 31, 2011
Marketing of units begins:	October 1, 2011
Placed in Service date:	February 28, 2012
Construction Completion Date:	February 28, 2012
Occupancy:	December 1, 2011

The Parties agree that time is of the essence. Therefore, any delay of these events without the written approval of the Agency is a condition that may lead the Agency to suspend or terminate this Grant Agreement and the other Grant Documents and/or recapture the TCX Funds. The Sponsor/Developer shall immediately notify the Agency in writing within one month of any event affecting the Project's completion, timetable and/or financing. Failure to meet the above timetable may result in an Event of Default as set forth in Section 23 of this Agreement and subject to the remedies set forth in Section 24,

including but not limited to, recapture of all TCX Funds committed to the Project.

12. Construction of Project and Determination of Actual Project Cost. The Grantee covenants, warrants and agrees to diligently complete the construction/rehabilitation of the Project in accordance with the Plans and Specifications for the Project as approved by the Agency.

No substantial revision of the approved Plans and Specifications, which revision would either (a) affect the nature of the Project, or (b) in the aggregate increase the cost of the Project as shown on the Project's development budget, may be made without the prior express written consent of the Agency. Construction of the Project shall at all times be subject to the inspection, review and approval of the Agency or its duly authorized representatives. Any such inspection, review or approval of the Agency shall be solely for its benefit for the purpose of assuring that the programs and goals of the Agency are being fulfilled and shall not be construed as making the Agency a party to any contract it is not already a party to in connection with the construction of the Project, nor shall it relieve the Grantee of any of its obligations under this Grant Agreement and the other Grant Documents.

Upon completion of the Project, the Grantee shall certify to the Agency or its successor and/or assign the actual cost of the Project. This cost certification shall be performed by a Certified Public Accountant chosen by the Grantee and approved by the Agency. The cost certification must be independent as defined by the American Institute of Certified Public Accountants. The Grantee shall, promptly upon completion of the cost certification, forward it to the Agency, its successor and/or assign. Costs associated with the preparation of the cost certification shall be borne by the Grantee.

13. Termination: In the event of termination of this Grant Agreement and the other Grant Documents due to an Event of Default of the Sponsor that has not been cured, the Agency, at its sole discretion, may require part or all of the TCX Funds advanced to be returned to the Agency within 90 days of the date of termination; or as otherwise may be required by Treasury. However, the Sponsor agrees that even in the event of such termination, all affordability restrictions created hereunder shall continue in full force and effect for the full Affordability Period as set forth in Section 10 hereof.

14. Use of Funds and Method of Payment: TCX Funds in an amount not to exceed \$11,691,707.00 provided for under this Grant Agreement will be used only for the purposes described in this Section unless otherwise approved by the Agency.

As stated in the Act, TCX Funds may be used for capital investment in eligible low income housing tax credit ("LIHTC") projects. Capital investment means costs associated with the construction or acquisition and rehabilitation of qualified low income buildings in accordance with Section 1602(c) of the Act. TCX Grant funds may pay for costs to the same extent as equity raised from Tax Credits under Section 42 of the Code.

The TCX assistance provided to a project must be made in the same manner and subject to the same limitations (including rent, income, use restrictions and compliance monitoring) as required by the Agency with respect to an award of Tax Credits to a project (i.e., as required under Section 42 of the IRC and its implementing regulations), and all other requirements of the Act.

After execution of the Grant Documents, the Grantee can seek to draw from its TCX Grant Proceeds. Approved draws on TCX Grant proceeds under this Grant Agreement are to be paid by the

Agency immediately upon receipt of the requisitioned amount from Treasury as all requisitioned funds must be expended within three (3) Days of the Agency's receipt of TCX Funds from Treasury. Each requisition shall be paid in accordance with the following process, or as may be otherwise authorized, in writing, by the Agency:

- 1) Draws should be made in accordance with the attached Draw Schedule, and in accordance with the Schedule of Values or Trade Payment Breakdowns, unless otherwise approved by the Agency.
- 2) For each draw, the Agency shall require a completed TCX Form of Requisition, along with any back-up documentation, as required. Additionally, a copy of the TCX Program Requisition Form shall be sent to the Construction Lender or Lead Lender simultaneously with the submission to the Agency. A copy of any requisition submitted to the Construction Lender or Lead Lender shall also be sent simultaneously to the Agency.
- 3) For each draw, the Agency shall request a construction rundown search from the Title Company retained on behalf of the Project. Upon notice from the Title Company that there are no encumbrances against the title except as may be expressly approved by the Agency and review of such rundown by the Agency, and provided all Agency approvals for payment of the requisition have been obtained, wire transfers or automatic clearing house ("ACH") wires shall be issued to the vendor as authorized by the Sponsor within three (3) days of the Agency's receipt of requisitioned TCX proceeds from Treasury, unless otherwise agreed upon, in writing, by the Agency and the Sponsor. Wire transfers or ACH wire transfers are the only available form of disbursement by the Agency for TCX proceeds.
- 4) Completed requisition AIA G702/G703 forms for TCX Funds, with continuation sheets, to be signed by the Architect of record unless otherwise approved by the Agency.
- 5) Completion of any forms required by Treasury with respect to TCX disbursements.

The Sponsor acknowledges that it must comply with the expenditure requirements as defined in this Agreement. Failure to meet this deadline will constitute an Event of Default and the TCX Grant Proceeds available to this Project will be recaptured by the Agency and will no longer be available to the Project.

15. Use of Insurance Proceeds: The Sponsor covenants and agrees to cause the buildings on the premises and any improvements thereto and the fixtures and articles on the premises and any improvements thereto and the fixtures and articles of personal property covered by the Grant Agreement to be insured against loss by fire and by such other hazards as may be required by the Agency or its successors and/or assigns (hereinafter, collectively, the "Agency") for the benefit of the Agency, as approved by the Agency. Such insurance shall be written by such companies, in such amounts and in forms as are satisfactory to the Agency. The Sponsor will assign and deliver the certificates of insurance to the Agency and such certificates will provide that the Agency shall be the loss payee subject only to the rights of the superior mortgagees. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days prior written notice to the Agency. If the Agency shall not receive evidence satisfactory to it of the existence of effective insurance coverage as required by the Agency, the Agency may (but shall not be required to) obtain such coverage, and the Sponsor will

reimburse the Agency, on demand for any premiums paid for insurance procured by the Agency .

In the event of substantial damage to the Project by the occurrence of an insured casualty or the taking of a substantial portion of the Project by condemnation, if, in the sole judgment of the Agency (which judgment shall be conclusive), (a) the Project can be replaced or restored in whole or in part to a condition at least comparable to that of the Project immediately prior to the insured casualty or taking, and (b) the Project as so replaced will produce sufficient income to meet the then obligations of the Sponsor under this Grant Agreement, the proceeds of insurance or condemnation, if sufficient, to the extent necessary for the purpose, shall be made available to the Sponsor upon satisfaction by the Sponsor of the conditions precedent to disbursements, for such replacement or restoration. To the extent the Project is not replaced or restored, such proceeds shall be applied to the indebtedness secured hereby after payment of fees and charges due and payable.

16. Liens: The Sponsor covenants, warrants and agrees to maintain its right, title and interest in the Mortgaged Premises (including the Project and Land) and all items enumerated in Section 5 of the Mortgage free and clear of all liens and security interests except the liens of the Mortgage, and the liens of other mortgagees as approved by the Agency described in Section 3 of the Mortgage and those exceptions identified and set forth in a certain title commitment issued by Chicago Title Insurance Company numbered 2010-80487, dated October 31, 2010 and continued to the date of this Agreement, as approved by the Agency. The Agency shall be furnished with a current standard ALTA form of title insurance policy with extended coverage, insuring that the Mortgage is a valid fourth lien on the Mortgaged Premises during the Construction Period and a valid **fourth** lien upon Project completion. Prior to any disbursement under this Grant Agreement and the Mortgage, the Sponsor shall provide evidence satisfactory to the Agency of the recording of the Grant Agreement. Except with the written consent of the Agency, the Sponsor will not install any item of tangible personal property as a part of the fixtures or furnishings of the Project that is subject to a purchase money lien or security interest.

17. Encumbrances and Sale of Project:

a. The Sponsor covenants, warrants and agrees not to sell, lease or otherwise encumber the Mortgaged Premises, or any part thereof, or the rents or revenues thereof without the prior written consent of the Agency, except by leasing to eligible residential tenants. The Sponsor covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented, under the same standards and procedures as followed for an Agency financed project which may be found at N.J.A.C. 5:80-5.

b. The Agency may allow certain "permitted encumbrances" on the Premises, which means (i) utility, access and other easements and rights of way, restrictions and exceptions that do not, individually or in the aggregate, materially impair the utility or value of the property affected thereby for the purposes for which it is intended; (ii) liens for taxes at the time not delinquent, (iii) liens for taxes which, if delinquent, are being contested in good faith and for which the Sponsor has provided security satisfactory to the Agency, and (iv) liens securing any monies granted in connection with the Project or other monies granted to the Sponsor by the Agency and any department, agency, public corporation or commission of the United States, the State of New Jersey or a political subdivision of the State of New Jersey.

c. The Sponsor acknowledges and agrees that failure by the Sponsor to comply with Grant Agreement stipulations, standards, or conditions may give the Agency just cause, acting pursuant to Section 23 and 24 of this Grant Agreement, to suspend this Grant Agreement and withhold further payments, prohibit additional obligations of Project funds pending corrective action, disallow all or part of the cost associated with the noncompliance, terminate this Grant Agreement or seek any other remedies that may be legally available.

18. Inspection: The Sponsor covenants, warrants and agrees to permit the Agency, its agents or representatives, to inspect the Mortgaged Premises at any and all reasonable times with or without notice.

19. Statutory Powers and Restrictions: The TCX Grant provided for herein shall be subject to statutory and regulatory restrictions contained in the Act, the Rules and Guidelines, and in connection therewith the Agency shall have the powers set forth therein, and the Sponsor hereby consents to such restrictions and powers and agrees to be bound thereby. Such powers and restrictions shall be in addition to and not in limitation of the rights of the Agency expressly set forth in the Grant Documents and in the statutes and regulations of the Agency. The Grantee covenants and agrees to comply with the TCX rules, regulations, and guidelines. If any provision of this Grant Agreement shall be determined to be inconsistent with the TCX rules, regulations and guidelines that have not been waived, the TCX Program rules shall govern. The provisions of this Agreement are intended to comply with Section 42 of the Internal Revenue Code, as well as TCX, the Act, as the same may be amended or interpreted from time to time by regulation or public pronouncement issued by the Internal Revenue Service, HUD or Treasury. If any provision of this Agreement is inconsistent with any provisions of Section 42, the TCX Program, the Act, or official IRS or TCX Program interpretations thereof, then such inconsistent provision(s) shall be construed and applied in a manner so as to comply with Section 42 and TCX requirements.

- a. The TCX specifically requires that the Sponsor adhere to the following requirements for construction of the Project, and as further described in the Act:
 - i. Fair Housing Act (42 U.S.C. §3601-19) and implementing regulations at 24 CFR Part 100 and the regulations at 24 CFR Part 107 (Equal Opportunity in Housing);
 - ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR Part 1;
 - iii. The Age Discrimination Act of 1975 (42 U.S.C. §6101-07) and implementing regulations at 24 CFR Part 146 "Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance";
 - iv. Affirmatively Furthering Fair Housing;
 - v. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and implementing regulations at 24 CFR Part 8 "Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development";
 - vi. The Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act of 1992 and implementing regulations at 24 CFR Part 35 are applicable to housing that received Federal assistance;
 - vii. "Anti-Lobbying" Restrictions (Restrictions on lobbying in 31 USC §1352

and implementing regulations at 24 CFR Part 87 "New Restrictions on Lobbying");

- viii. The Drug Free Workplace Act of 1988 (41 U.S.C. §701 et seq., as implemented at 24 CFR Part 21 "Government-Wide Requirements for Drug-Free Workplace (Grants)");
- ix. 2 CFR 2424 "Non-procurement Debarment and Suspension" The Project owner cannot award a contract to a contractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs.
- x. Since the funds supporting this contract, grant, or agreement are provided through the American Recovery and Reinvestment Act of 2009 (ARRA) (herein defined as the "Act"), the subrecipient, contractor, subcontractor, local education agency, or vendor will post any jobs that it creates or seeks to fill as a result of this contract, grant, or agreement. The subrecipient, contractor, subcontractor, local education agency, or vendor shall post jobs to the New Jersey State Job Bank by submitting a job order using the form available on the internet, notwithstanding any other posting the subrecipient, contractor, subcontractor, local education agency, or vendor might make. Any advertisements posted by the subrecipient, contractor, subcontractor, local education agency, or vendor for positions pursuant to this contract, grant, or agreement must indicate that the position is funded with ARRA funds.

The Agency and the Sponsor hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth in this Grant Agreement touch and concern the Land in that the Sponsor's legal interest in the Project and Land is rendered less valuable thereby. The Agency and the Sponsor hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the Project and Land by enhancing and increasing the enjoyment and use of the Project and the Land by the tenants contemplated under this Grant Agreement and by furthering the public purposes for which the TCX Grant is made. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land. Except as provided in subsection (b) below, the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and Project hereof and shall pass to and be binding upon the Sponsor's assigns and successors in title to the Land or Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or the Land or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Project or Land are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

- b. Upon termination of the "Affordability Period" set forth in Section 10 of this Grant Agreement, the said covenants, reservations and restrictions shall expire and in such event, the Agency shall, at the expense of the Sponsor, execute any and all instruments reasonably required to evidence the record of cancellation or discharge of the aforesaid covenants, reservations and restrictions.

20. Recordkeeping and Reporting Requirements; Asset Management:

- a. Recordkeeping: The Owner shall maintain, from the date hereof through the entire Affordability Period, a copy of all records demonstrating the Owner's ongoing compliance. The Owner shall maintain records to demonstrate the proper use of TCX Grant Proceeds, the timely expenditure of TCX Grant Proceeds, compliance with rent restrictions elected for the Project, satisfaction of reporting requirements below, and compliance with all Applicable Laws, including those enumerated at Section 1 and 19 hereof.
- b. Reporting requirements: No less than five (5) days prior to the end of each quarter ending on March 31, June 30, September 30, and December 31, the Owner shall provide to the Agency a performance report including, but not limited to the following:
 - i. Name of recipient entity
 - ii. Name of Project
 - iii. Brief description of project
 - iv. Location of project: city/county, zip code
 - v. Number of construction jobs created
 - vi. Number of construction jobs retained
 - vii. Number of non-construction jobs created
 - viii. Number of non-construction jobs retained
 - ix. Number of total housing units rehabilitated
 - x. Number of low-income housing units newly constructed
 - xi. Number of low-income housing units rehabilitated
- c. Asset Management: The Agency will perform asset management functions so as to ensure compliance with Section 42 of the Code and the regulations thereunder (including Title 26 Code of Federal Regulations section 1.42.9), and the long-term viability of the Project funded by proceeds provided under the Act.

1. In furtherance of the Agency's asset management functions, the Owner agrees to comply with the following reporting requirements:

- (a) The Owner shall obtain from each tenant, prior to the date of such tenant's initial occupancy in the Project, an income certification in the form required by the Agency, or in the event the Project receives Tax-Exempt Financing and/or Tax Credits, the Owner shall obtain the certification in the form required by the Code or IRS regulations. The Owner shall obtain income recertifications from each tenant at such times as required by the Act or the Agency regulations or, if applicable, the Code or IRS regulations.
- (b) The Owner shall file with the Agency, (i) on the fifth (5th) day of each month, copies of the initial occupancy income certifications specified in Section 7(a) hereof obtained by the Owner during the previous month and (ii) within 45 days of the end of each calendar year copies of the recertifications specified in Section 7(a) hereof, or at such other times as required by the Act or the Agency regulations or, if applicable, the Code or IRS Regulations.
- (c) The Owner shall maintain complete and accurate records beginning with the date of initial occupancy pertaining to the income of each tenant and rent charged to tenants residing in the Project, and shall permit, with or without notice to the Owner, any duly authorized representative of the Agency to inspect the books and records of the Owner

pertaining to the incomes of and rent charged to all tenants residing in the Project.

(d) The Owner shall maintain and/or provide to the Agency such other reports, records and information as required by the Act, the Agency regulations, the Code or IRS Regulations.

(e) In the event the Project is receiving Tax-Exempt Financing, the Owner shall submit to the Secretary of the United States Department of the Treasury, at such time and in such manner as the Secretary shall prescribe, an annual certification as to whether the Project continues to meet the requirements of Section 142(d) of the Code. A copy of such certification shall be sent to the Agency.

(f) In the event the Project is receiving any other subsidy or subsidies from HUD, the Owner shall comply with the reporting requirements imposed by HUD therefor.

2. Additionally, to further ensure the long term viability of the Project, the Owner may, and if the Agency so elects, shall, contract for the services of a firm experienced in real estate management to act as the managing agent for the Project. The selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be subject to the approval of the Agency, and any contract for the employment of any managing agent shall provide that such contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and managing agent.

21. Personal Liability: The Agency agrees, on behalf of itself and any future holder of this Grant Agreement, and the Grant Documents, that the liability of the Grantee, any general or limited partner, member or shareholder of the Grantee and their respective heirs, representatives, successors and assigns, for the payment and performance of its obligations hereunder and under the Grant Documents, shall be limited to the collateral pledged under the Grant Documents and the Guaranty. To that end, the Grantee and HTA Whitlock, LLC have provided the unconditional Guaranty of all liabilities under the Grant Documents, and the Agency shall have such rights granted to it thereunder. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or other unlawful acts.

22. Assignment by the Agency: The Sponsor hereby consents to any assignment of the TCX Grant and the Grant Documents by the Agency.

23. Defaults: Each of the following shall be an Event of Default:

- (a) failure of the Sponsor to pay when due any payment required by the Sponsor to the Agency or any other person pursuant to the terms of the Grant Documents;
- (b) time being of the essence in this transaction, commission by the Sponsor of any act prohibited by the terms of the Grant Documents, failure by the Sponsor to perform or observe in timely fashion any action or covenant required by any of the terms of the Grant Documents, or failure by the Sponsor to produce satisfactory evidence of compliance therewith;

- (c) the filing by the Sponsor under any federal or state bankruptcy or insolvency law or other similar law of any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;
- (d) the filing against the Sponsor under any federal or state bankruptcy or insolvency law or other similar law of a petition seeking the Sponsor's adjudication as a bankrupt or the appointment of a receiver or other custodian for the benefit of its creditors which shall not be dismissed within thirty (30) days of the filing thereof, or the adjudication of the Sponsor as a bankrupt, or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of possession of the Sponsor or any of its property for the benefit of its creditors and such order remains in effect or such possession continues for more than thirty (30) days;
- (e) the occurrence of substantial destruction of the Project by an uninsured casualty;
- (f) any representation in conjunction with the TCX Grant, the Grant Documents or the Project by or on behalf of the Sponsor that is false or misleading in any material respect or any covenant or warranty of the Sponsor that is breached;
- (g) any breach by the Sponsor of its obligations or any failure to observe its covenants under any superior mortgage or note that results in an event of default thereunder, or the Sponsor's failure to observe the covenants as contained in any deed restriction associated with such superior mortgage or note, if applicable;
- (h) failure to retain the Agency Financing, and to the extent not replaced by an alternative source, if applicable;
- (i) failure to obtain or retain Tax Credits, or
- (j) failure to expend the TCX Funds by the Rescission Dates;
- (k) failure to maintain the Project's application fraction of affordable units;
- (l) use of funds for a use not permitted by the Act, Rules and Guidelines.

An event set forth in (g) of this Section shall not constitute an Event of Default until the prohibited act, failure to perform or observe, or breach shall remain uncured for a period of thirty (30) days after Agency's written notice to Sponsor, specifying such prohibited act, failure or breach and requesting that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration. If the prohibited act, failure, or breach stated in each notice is correctable but cannot be corrected within the 30 day period, the Agency may consent to an extension of up to 120 days from the delivery of the written notice referred to herein if corrective action is instituted by the Sponsor within the initial 30 day period and diligently pursued. The Agency will, simultaneously with sending to the Sponsor any notices under this Section send a copy of the aforementioned notices to the Sponsor's limited partner or investor member. To the extent the Event of Default is curable, a cure tendered in full, pursuant to the terms and conditions of this Grant Agreement and the other Grant Documents, by the Sponsor's limited partner shall be honored by the Agency.

Time being of the essence, within five (5) business days of receiving notice from the Agency that it believes an Event of Default has occurred with respect to the Project, the Sponsor shall furnish to the Agency and Treasury, in writing, a statement of any defenses which it claims may exist as to any liability of the Grantee hereunder.

24. Remedies: Any amount subject to recapture becomes a debt owed to the United States payable to the General Fund of the Treasury and enforceable by all available means against any assets of the Owner. To that end, upon the occurrence of any Event of Default, the Agency and/or Treasury, subject to any superior mortgages(s), may, at its option, take any one or more of the following actions or remedies and failure to exercise any remedy or take any action enumerated shall not constitute a waiver of such right or preclude a subsequent exercise by the Agency and/or Treasury of any such remedy:

- a. Rescind the TCX Funds if not expended by the Rescission Dates as described in Section 11 hereof;
- b. For failure to maintain the Project's applicable fraction of affordable units or to accomplish the Project's Placed in Service date, recapture the full amount of the TCX Grant minus 6.67 percent (1/15th) for each full year where the applicable fraction was maintained, as applicable;
- c. Recapture any and all TCX Funds in accordance with the Act;
- d. Cease making disbursements to the Sponsor;
- e. Allocate negative points on any future tax credit applications involving the Owner or related party;
- f. Foreclose the lien of the Mortgage on the Mortgaged Premises. In any action to foreclose, the Agency shall be entitled to the appointment of a receiver of the rents and profits of the Project as a matter of right and without notice, with power to collect the rents, uses, and profits of the Project, due and becoming due during the pending of the foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured and evidenced by the Loan Documents without regard to the value of the Project or the solvency of any person or persons liable for the payment of the mortgaged indebtedness. The Sponsor, for itself and any subsequent owner, hereby waives any and all defenses to the application for a receiver as set forth above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits, is made an express condition upon which the TCX Grant hereby secured is made. Upon such foreclosure, the Agency shall have the right to have a receiver appointed for the Project and the rentals from the Project;
- g. Take possession of all or part of the Mortgaged Premises, subject to rights of permitted superior lienholders;
- h. Without judicial process, collect all rents and other revenue including, to the extent permitted by federal and state subsidy providers, federal and state subsidies as the agent of the Sponsor (which upon the occurrence of any Event of Default the Agency is deemed to have been irrevocably appointed by the Sponsor), and apply them at the Agency's option to the liabilities of the Sponsor under this Grant Agreement;

- i. Take possession of equipment, appliances and other tangible personal property in which a security interest has been granted by the Grant Documents and dispose of the same in any commercially reasonable manner. The Agency shall have the option to dispose of any such equipment and personal property either separately from the Mortgaged Premises or in conjunction with a sale of the Mortgaged Premises, and the Sponsor agrees that either method of disposition shall be commercially reasonable;
- j. Sue the Sponsor for a mandatory injunction or other equitable relief requiring performance by the Sponsor of any of its obligations under the Grant Agreement. The Sponsor agrees with the Agency that the Agency's remedy at law for the violation or the nonperformance of the Sponsor's obligations under the Grant Agreement is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units for families of low and moderate income, such that injunction or other equitable relief may be necessary and appropriate.

Notwithstanding the above enumeration of remedies, the Agency shall have available to it any remedies provided to it by law. However, notwithstanding anything to the contrary contained herein, once the Project is in the Qualified Project Period the Grant is subject to repayment only in the event of a Recapture as permitted by ARRA, applicable provisions of the Code, and the TCX regulations and other guidance provided by Treasury.

25. Expenses Due to Default: All reasonable expenses (including reasonable attorney's fees, costs and allowances) incurred in connection with an action to foreclose the Mortgage or in exercising any other remedy provided by the Grant Documents, including the curing of any Event of Default, shall be paid by the Sponsor, together with interest at a rate equal to the yield rate on a 30-year U.S. Treasury bond at the time of making of such payment(s) by the Agency. Any such sum or sums and the interest thereon shall be a lien on the Mortgaged Premises and shall be secured by a Mortgage.

26. Amendments, Notices, Waivers:

- a. This Grant Agreement may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Sponsor in such manner that the instrument may be recorded. No waiver by the Agency in any particular instance of any Event of Default or required performance by the Sponsor and no course of conduct of the Parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Sponsor under this Grant Agreement or the other Grant Documents at any time shall preclude enforcement of any of the terms of this Grant Agreement or the other Grant Documents thereafter.
- b. Any provision of this Grant Agreement and the other Grant Documents requiring the consent or approval of the Agency prior to the taking of any action or the omission of any action requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.
- c. Notice provided for under this Grant Agreement and the other Grant Documents shall be given in writing signed by a duly authorized officer and any notice required to be given hereunder shall be given by courier, regular mail, or by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such

other addresses as may be specified in writing by the Parties hereto:

Sponsor: Whitlock Mills, L.P.
6851 Oak Hall Lane, Suite 100
Columbia, Maryland 21045

Sponsor's General Partner: HTA Whitlock, LLC
6851 Oak Hall Lane, Suite 100
Columbia, Maryland 21045

with a copy to Sponsor's Attorney: Gallagher Evelius & Jones, LLP
218 N. Charles Street, Suite 400
Baltimore, Maryland 21201
Attention: Paul Caiola, Esq.

Sponsor's Limited Partner: Boston Capital Corporate Tax Credit Fund XXI,
A Limited Partnership
One Boston Place
Boston, Massachusetts 02108 4406
Attention: Michael Callahan

with a copy to: Nixon Peabody, LLP
One Summer Street
Boston, Massachusetts 02110 2131
Attention: Jonathan Sablone, Esq.

Agency: New Jersey Housing and Mortgage Finance Agency
637 S. Clinton Avenue, P.O. Box 18550
Trenton, New Jersey 08650-2085
Attention: Director of Finance

27. Severability: The invalidity of any part or provision of this Grant Agreement shall not affect the validity of the remaining portions thereof.

28. Disclaimer of Warranties, Liability, Indemnification:

- a. The Sponsor acknowledges and agrees that (i) the Agency has not heretofore and does not make any warranty or representation, either express or implied as to the value, condition, or fitness for particular purpose or fitness for any use of the Mortgaged Premises or any portion thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Agency or its agents or employees be liable or responsible for any incidental, indirect, special, consequential, or punitive damages in connection with or arising out of this Grant Agreement, or the development of the Project or the existence, functioning or use of the Project or any items or services provided for in the Grant Agreement; and (iii) during the term of this Grant Agreement and to the fullest extent permitted by law, the Sponsor shall indemnify and hold the Agency harmless against, and

the Sponsor shall pay any and all liability, loss, cost, damage, claims, judgments or expense of any and all kinds or nature and however arising, imposed by law, which the Sponsor and the Agency may sustain, be subject to, or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the Sponsor, or arising out of the Sponsor's ownership of the Project or out of the development, or management of the Project.

- b. It is mutually agreed by the Sponsor and the Agency that the Agency and its directors, officers, agents, servants and employees shall not be liable for any action performed under this Grant Agreement, and that the Sponsor shall hold them harmless from any claim or suit of whatever nature.
- c. Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. (except for N.J.S.A. 59:13-9 thereof). While this statute is not applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to claims arising under this Grant Agreement or the other Grant Documents. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

29. Counterparts: This Grant Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

30. Venue: If any legal action should be filed by the Grantee against the Agency in connection with the TCX Grant, or this Grant Agreement or any of the Grant Documents, the venue and forum for such action shall be the Superior Court of New Jersey, Mercer County.

31. Filing: This Grant Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located.

32. Equal Opportunity and Non-Discrimination: The Sponsor covenants, warrants and agrees that it will comply with the Agency guidelines with respect to equal opportunity and non-discrimination in its purchase of goods and services for the operation and maintenance of the Project throughout the term of this Grant Agreement.

33. Applicability and Conflict of Terms and Conditions: The terms and conditions of this Grant Agreement are applicable for the entire term of this Grant Agreement (as set forth in Section 10 hereof) unless otherwise set forth in this Grant Agreement. In the event of any conflict or inconsistency between the terms and conditions of any of the Grant Documents and this Grant Agreement, the terms and conditions of this Grant Agreement shall prevail. Notwithstanding the foregoing, the Sponsor agrees that the Agency may render a decision concerning the intent and/or applicability of any term or condition of the Grant Documents and unless such decision is found to be arbitrary or capricious by a court of competent jurisdiction, the Agency decision shall be final.

34. Miscellaneous: Unless the context clearly requires otherwise, as used in this Grant Agreement and the other Grant Documents, words of the masculine, feminine or neutral gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include


the plural number, and vice versa, when appropriate. The Grant Documents and all the terms and provisions thereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

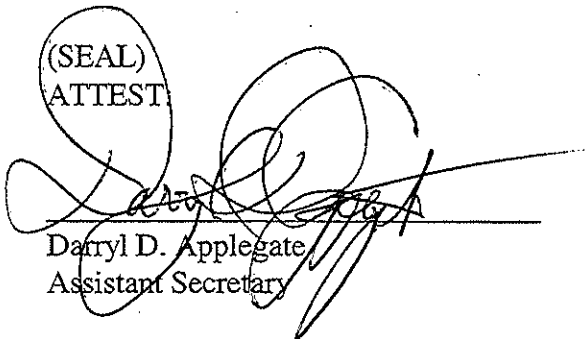
The titles and headings of the sections of this Grant Agreement and the other Grant Documents have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing the Grant Documents or any provisions thereof or in ascertaining intent, if any question of intent shall arise.

IN WITNESS WHEREOF, this Grant Agreement is duly executed by the Sponsor and Agency on the date first set forth above and, by signing below, the Sponsor acknowledges that it has received a true copy of this Grant Agreement, without charge.

(SEAL)
WITNESS/ATTEST

GRANTEE:
WHITLOCK MILLS, L.P.
By HTA Whitlock, LLC, its General Partner


Name: SUZANNE M. PLESNARSKI by: Wallace L. Scruggs
Wallace L. Scruggs
Managing Member

(SEAL)
ATTEST

Darryl D. Applegate
Assistant Secretary

GRANTOR:
**NEW JERSEY HOUSING & MORTGAGE
FINANCE AGENCY**
By: Leslie S. Lefkowitz
Leslie S. Lefkowitz
Chief of Legal and Regulatory Affairs

This Grant Agreement has been reviewed and approved as to form.

Attorney General of the State of New Jersey
By: Robert M. Purcell
Robert M. Purcell,
Deputy Attorney General

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on DECEMBER 20, 2010, WALLACE L. SCRUGGS personally came before me, the subscriber, a Notary Public of the State of New Jersey, and acknowledged under oath, to my satisfaction that (a) he is the **Managing Member of HTA Whitlock, LLC**, the **General Partner of WHITLOCK MILLS, L.P.**, the limited partnership named in this document; and (b) he executed and delivered this document as the voluntary act of the limited liability company duly authorized by the Partners.



Suzanne M. Plesnarski
Notary Public of New Jersey
My commission expires: 9/30/2012

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on DECEMBER 20, 2010, LESLIE S. LEFKOWITZ personally came before me, the subscriber, a Notary Public of the State of New Jersey, and acknowledged under oath, to my satisfaction that (a) he is the **Chief of Legal and Regulatory Affairs of NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document; and (b) he executed and delivered this document as the voluntary act of the Agency duly authorized by the Members.



Suzanne M. Plesnarski
Notary Public of New Jersey
My commission expires: 9/30/2012

This Grant Agreement has been reviewed and
approved as to form.

Attorney General of the State of New Jersey

By: _____

Robert M. Purcell,
Deputy Attorney General

COMMERCIAL COMMITMENT FOR TITLE INSURANCE

Your Reference: WHITLOCK MILLS-HUD/NBU #140700019

Commitment No:

2007-80012

4. The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN TRACT, PARCEL AND LOT OF LAND LYING AND BEING SITUATE IN THE CITY OF JERSEY CITY, COUNTY OF HUDSON, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF FORMER CENTERLINE OF MANNING AVENUE, WITH THE NORTHEASTERLY OF LAFAYETTE STREET; THENCE;

1. SOUTH 31°09'00" EAST ALONG THE NORTHWESTERLY LINE OF LAFAYETTE STREET, A DISTANCE OF 30.04 FEET TO A POINT; THENCE;

2. SOUTH 61°51'00" WEST A DISTANCE OF 30.04 FEET, TO A POINT IN THE FORMER CENTERLINE OF LAFAYETTE STREET (VACATED); THENCE;

3. SOUTH 31°09'00" EAST, ALONG THE FORMER CENTERLINE OF LAFAYETTE STREET A DISTANCE OF 100.14 FEET, TO A POINT; THENCE;

4. SOUTH 61°51'00" WEST, A DISTANCE OF 30.04 FEET, TO A POINT IN THE FORMER SOUTHWESTERLY LINE OF LAFAYETTE STREET; THENCE;

5. NORTH 31°09'00" WEST, ALONG THE FORMER SOUTHWESTERLY LINE OF LAFAYETTE STREET A DISTANCE OF 120.16 FEET, TO A POINT; THENCE;

6. SOUTH 61°51'00" WEST, A DISTANCE OF 164.85 FEET, ALONG THE FORMER SOUTHEASTERLY LINE OF MANNING AVENUE; THENCE;

7. NORTH 30°53'45" WEST A DISTANCE OF 10.02 FEET, TO A POINT IN THE FORMER CENTERLINE OF MANNING AVENUE; THENCE;

8. NORTH 61°51'00" EAST ALONG THE FORMER CENTERLINE OF MANNING AVENUE, A DISTANCE OF 13.30 FEET, TO A POINT; THENCE;

9. NORTH 30°53'45" WEST A DISTANCE OF 196.84 FEET, TO A POINT OF CURVE; THENCE;

10. IN A GENERAL NORTHERLY DIRECTION, CURVING TO THE RIGHT ON A RADIUS OF 409.05 FEET, AN ARC DISTANCE OF 66.27 FEET TO A POINT OF COMPOUND CURVE; THENCE.

11. IN A GENERAL NORTHERLY DIRECTION, CURVING TO THE RIGHT ON A RADIUS OF 168.42 FEET, AN ARC DISTANCE OF 109.80 FEET TO A POINT; THENCE

12. NORTH 62°57'40" WEST, 73.25 FEET TO A POINT; THENCE

(Continued on Next Page)

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Page A2 - 1

NRA2 12/04

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SCHEDULE "A"

COMMERCIAL COMMITMENT FOR TITLE INSURANCE

Your Reference: WHITLOCK MILLS-HUD/NBU #140700019

Commitment No: 2007-80012

13. SOUTH 58°04'00" WEST, 32.05 FEET TO A POINT; THENCE
14. NORTH 31°09'00" WEST, 125.03 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF M.S. CONRAIL C.R.R. CO. OF N.J., LAFAYETTE BRANCH MAIN STEM; THENCE
-
15. NORTH 59°02'00" EAST, ALONG SAME, 16.73 FEET TO A POINT; THENCE
16. NORTH 63°02'00" EAST, ALONG SAME, 83.20 FEET TO A POINT; THENCE
17. NORTH 67°17'16" EAST, ALONG SAME, 98.47 FEET TO A POINT; THENCE
18. NORTH 70°02'00" EAST, ALONG SAME, 58.31 FEET TO A POINT; THENCE
19. NORTH 75°02'00" EAST, ALONG SAME, 28.69 FEET TO A POINT; THENCE
20. NORTH 76°02'00" EAST, ALONG SAME, 48.85 FEET TO A POINT; THENCE
21. NORTH 80°17'00" EAST, ALONG SAME, 48.52 FEET TO A POINT; THENCE
22. NORTH 82°47'00" EAST, ALONG SAME, 37.15 FEET TO A POINT; THENCE
23. SOUTH 86°43'00" EAST, ALONG THE SOUTHWESTERLY LINE OF M.S. CONRAIL C.R.R. CO. OF N.J., LAFAYETTE BRANCH MAIN STEM, 86.44 FEET TO A POINT; THENCE
24. SOUTH 80°58'00" EAST, ALONG SAME, 67.59 FEET TO A POINT; THENCE
25. SOUTH 75°43'00" EAST, ALONG SAME, 57.63 FEET TO A POINT; THENCE
26. SOUTH 70°08'00" EAST, ALONG SAME, 249.80 FEET TO A POINT; THENCE
27. SOUTH 14°29'00" WEST, 75.67 FEET TO A POINT; THENCE
-
28. SOUTH 28°09'00" EAST, 111.44 FEET TO A POINT IN THE TERMINUS OF MAPLE STREET; THENCE
29. SOUTH 61°51'00" WEST, ALONG THE TERMINUS OF MAPLE STREET (60 FEET WIDE) AND ALONG THE FORMER CENTERLINE OF MANNING AVENUE, NOW BEING THE NORTHWESTERLY LINE OF THE (FORMERLY VACATED) SOUTHERLY HALF OF MANNING AVENUE (30 FEET WIDE) A DISTANCE OF 182.47 FEET TO A POINT; THENCE
30. NORTH 28°09'00" WEST, 69.88 FEET TO A POINT; THENCE
31. SOUTH 61°51'00" WEST, 45.75 FEET TO A POINT; THENCE
32. NORTH 30°22'20" WEST, 17.72 FEET TO A POINT; THENCE
33. SOUTH 59°37'40" WEST, 74.60 FEET TO A POINT; THENCE

BK:00601 PG:00022

COMMERCIAL COMMITMENT FOR TITLE INSURANCE

Your Reference: WHITLOCK MILLS-HUD/NEU #140700019

Commitment No:

2007-80012

34. NORTH 30°22'20" WEST, 130.57 FEET TO A POINT; THENCE

35. NORTH 59°37'40" EAST, 46.00 FEET TO A POINT; THENCE

36. NORTH 30°22'20" WEST, 90.52 FEET TO A POINT; THENCE

37. NORTH 59°37'40" EAST, 74.32 FEET TO A POINT; THENCE

38. SOUTH 30°22'20" EAST, 240.58 FEET TO THE END OF THE ABOVE 30TH COURSE ABOVE GIVEN; THENCE

39. SOUTH 28°09'00" EAST, ALONG SAID 30TH COURSE 69.88 FEET TO A POINT IN THE FORMER CENTERLINE OF MANNING AVENUE, NOW BEING THE NORTHWESTERLY LINE OF THE (FORMERLY VACATED) SOUTHERLY HALF OF MANNING AVENUE; THENCE

40. SOUTH 61°51'00" WEST, ALONG SAME, 276.06 FEET TO THE PLACE OF BEGINNING.

THE PARCEL OF LAND AND PREMISES WITHIN THE ABOVE DESCRIBED COURSES 26 THROUGH 33 INCLUSIVE IS KNOWN AS LOT 17, BLOCK 2057 AND IS NOT INCLUDED IN THE ABOVE DESCRIBED LANDS.

BEING SUBJECT TO A NONEXCLUSIVE INGRESS AND EGRESS EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF LAFAYETTE STREET (60 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF FORMER MANNING AVENUE (60 FEET WIDE) (VACATED 7/19/1955); THENCE

1. NORTH 31°09'00" WEST, ALONG THE CENTER LINE OF LAFAYETTE STREET, 74.08 FEET TO A POINT; THENCE

2. NORTH 61°51'00" EAST, 209.12 FEET; THENCE

3. NORTH 30°22'20" WEST, 41.50 FEET TO A POINT IN THE LINE OF TAX LOT 17, BLOCK 2057; THENCE

4. NORTH 59°37'40" EAST; ALONG SAME, 54.50 FEET TO A POINT; THENCE

5. SOUTH 30°22'20" EAST, 45.70 FEET TO A POINT; THENCE

6. NORTH 61°51'00" EAST, 40.00 FEET TO A POINT; THENCE

7. SOUTH 28°09'00" EAST, 41.92 FEET TO A POINT IN THE FORMER CENTER LINE OF MANNING AVENUE (VACATED 7/19/1955); THENCE

8. SOUTH 61°51'00" WEST, ALONG SAME, 95.00 FEET TO A POINT; THENCE

9. NORTH 28°09'00" WEST, 18.00 FEET TO A POINT; THENCE

COMMERCIAL COMMITMENT FOR TITLE INSURANCE

Your Reference: WHITLOCK MILLS-HUD/NBU #140700019

Commitment No:

2007-80012

10. SOUTH 61°51'00" WEST, 158.37 FEET TO A POINT OF CURVE; THENCE

11. IN A GENERAL SOUTHEASTERLY DIRECTION, CURVING TO THE LEFT ON A RADIUS OF 18.00 FEET, AN ARC DISTANCE OF 29.22 FEET TO A POINT IN THE EXTENDED NORTHEASTERLY LINE OF LAFAYETTE STREET; THENCE

12. SOUTH 31°09'00"EAST, ALONG SAME, 30.04 FEET TO A POINT IN THE FORMER SOUTHEASTERLY LINE OF VACATED MANNING AVENUE; THENCE

13. SOUTH 61°51'00" WEST, ALONG SAME, 30.04 FEET TO THE PLACE OF BEGINNING.

THE FOREGOING DESCRIPTION BEING IN ACCORDANCE WITH A SURVEY PREPARED BY VOLLMER ASSOCIATES, LLP, DATED JUNE 12, 2003 REVISED TO MAY 18, 2004.

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY):

LOT 28, BLOCK 2057, ON THE OFFICIAL TAX MAP OF THE CITY OF JERSEY CITY, COUNTY OF HUDSON, STATE OF NEW JERSEY.

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Page A2 - 4

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MAT 01/22/07 14:48:00

Construction Draw Schedule for Whitlock Mills

USES:	Total Budget	Draw 1	Draw 2	Draw 3	Draw 4	Draw 5	Draw 6	Draw 7	Draw 8	Draw 9	Draw 10	Draw 11	Draw 12
Construction Costs	\$15,850,000.00	\$ 125,000.00	\$ 792,500.00	\$ 792,500.00	\$ 1,109,500.00	\$ 1,902,000.00	\$ 2,536,000.00	\$ 2,853,000.00	\$ 1,884,000.00	\$ 1,570,000.00	\$ 1,099,000.00	\$ 628,000.00	\$ 268,000.00
Hard Cost Contingency	\$739,575.00		\$ 61,631.00	\$ 61,631.00	\$ 61,631.00	\$ 61,631.00	\$ 61,631.00	\$ 61,631.00	\$ 61,631.00	\$ 61,631.00	\$ 61,631.00	\$ 61,631.00	\$ 61,631.00
Construction Management	\$300,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Column Contingency	\$280,800.00							\$280,800.00					
Soft Cost Contingency	\$200,000.00	\$ -	\$ 8,000.00	\$ 12,800.00	\$ 20,800.00	\$ 20,800.00	\$ 20,800.00	\$ 12,400.00	\$ 20,800.00	\$ 20,800.00	\$ 20,800.00	\$ 20,800.00	\$ 21,200.00
Builder's Risk	\$151,250.00	\$ 151,250.00											
Architect	\$225,000.00	\$ -	\$ 20,200.00	\$ 20,200.00	\$ 20,200.00	\$ 20,200.00	\$ 20,200.00	\$ 21,000.00	\$ 21,000.00	\$ 20,200.00	\$ 20,200.00	\$ 20,200.00	\$ 21,400.00
Engineers	\$108,750.00	\$ 22,798.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,952.00	\$ 0.00	\$ 0.00	\$ 0.00
Borrower's Legal	\$100,000.00	\$ 60,000.00											\$ 40,000.00
Cost Certification/Audit	\$50,000.00												
Environmental Consultant	\$40,000.00					\$ 0.00	\$ 40,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Environmental Remediation	\$160,000.00			\$ 30,000.00	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00				
PF&E	\$100,000.00							\$ 50,000.00	\$ 50,000.00				
Marketing and Leasing	\$250,000.00						\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Real Estate Taxes	\$132,000.00	\$ -		\$ 33,000.00			\$ 33,000.00			\$ 33,000.00			\$ 33,000.00
Insurance	\$120,000.00	\$ -	\$ 120,000.00										
Title and Recording	\$40,000.00	\$ 40,000.00											
HMFA Asset Management Fee	\$59,000.00							\$ 59,000.00					
Working Capital	\$1,322,538.00	\$ 1,322,538.00											
Insurance Escrow	\$74,250.00	\$ -	\$ 74,250.00										
Tax Escrow	\$38,928.00	\$ -	\$ 38,928.00										
Debt Service Payment Escrow	\$206,958.00	\$ -	\$ 206,958.00										
MIP Escrow	\$189,447.00	\$ -	\$ 189,447.00										
	\$ -	\$ -											
Total Revised Budget	\$20,738,496.00	\$1,746,586.00	\$1,556,914.00	\$985,131.00	\$1,287,131.00	\$2,079,631.00	\$2,791,631.00	\$3,407,831.00	\$2,107,431.00	\$1,771,583.00	\$1,261,631.00	\$790,631.00	\$505,231.00
SOURCES:													
HMFA TCX	\$11,691,707.00	\$1,746,586.00	\$1,556,914.00	\$985,131.00	1,287,131.00	2,079,631.00	2,791,631.00	1,244,683.00	0.00	0.00		0.00	0.00
HMFA Subordinate Loan	\$5,700,000.00	\$ -						1,798,762.00	1,791,316.35	1,505,845.55	604,076.10	0.00	0.00
TAX CREDIT EQUITY	\$2,000,000.00	\$ -									603,793.00	790,631.00	505,231.00
City of Jersey City	\$1,000,000.00	\$ -						364,386.00	316,114.65	265,737.45	53,761.90		
Jersey City HOME Funds Not Drawn	\$346,789.00	\$ -		\$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
TOTAL SOURCES	\$20,738,496.00	\$1,746,586.00	\$1,556,914.00	\$985,131.00	\$1,287,131.00	\$2,079,631.00	\$2,791,631.00	\$3,407,831.00	\$2,107,431.00	\$1,771,583.00	\$1,261,631.00	\$790,631.00	\$505,231.00
					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

SCHEDULE "B"

SCHEDULE "B"

	Draw 13	Total Draws
USES:		
Construction Costs	290,500	15,850,000.00
Hard Cost Contingency	\$ 61,634.00	739,575.00
Construction Management		300,000.00
Column Contingency		280,800.00
Soft Cost Contingency		200,000.00
Builder's Risk		151,250.00
Architect		225,000.00
Engineers		108,750.00
Borrower's Legal		100,000.00
Cost Certification/Audit	50,000	50,000.00
Environmental Consultant	5,000.00	40,000.00
Environmental Remediation		160,000.00
FF&E		100,000.00
Marketing and Leasing	40,000	250,000.00
Real Estate Taxes		132,000.00
Insurance		120,000.00
Title and Recording		40,000.00
HMFA Asset Management Fee		59,000.00
Working Capital		1,322,538.00
Insurance Escrow		74,250.00
Tax Escrow		38,928.00
Debt Service Payment Escrow		206,958.00
MIP Escrow		189,447.00
Total Revised Budget	\$447,134.00	\$20,738,496.00
SOURCES:		
HMFA TCX		11,691,707.00
HMFA Subordinate Loan		5,700,000.00
TAX CREDIT EQUITY	100,345	2,000,000.00
City of Jersey City		1,000,000.00
Jersey City HOME Funds Not Drawn	346,789	346,789.00
TOTAL SOURCES	\$447,134.00	20,738,496.00

Act ID Description Orig Dur Rem Dur Early Start Early Finish

Legal & Permitting

A000001000	NTP	0	0	03JAN11	
A000001040	Contract Execution	15	15	03JAN11	21JAN11
A000001050	Permitting & Fees	30	30	03JAN11	11FEB11
A000001060	Project Kickstart	0	0		11FEB11

Security

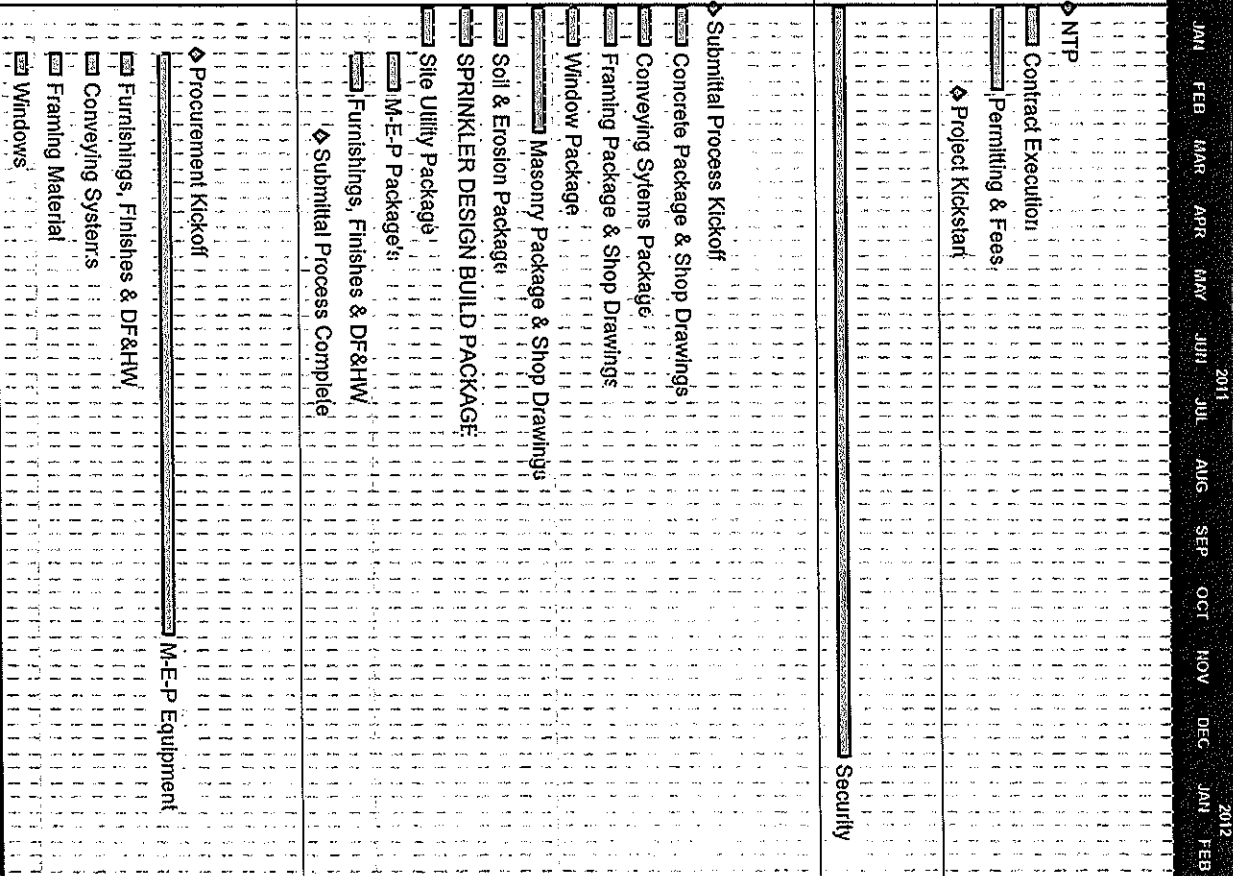
SC000000000	Security	257	257	03JAN11	28DEC11
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Submittal Process

A1000A1100	Submittal Process Kickoff	0	0	03JAN11	
A1000CF000	Concrete Package & Shop Drawings	15	15	03JAN11	21JAN11
A1000CV001	Conveying Systems Package	15	15	03JAN11	21JAN11
A1000FM000	Framing Package & Shop Drawings	15	15	03JAN11	21JAN11
A1000FM001	Window Package	15	15	03JAN11	21JAN11
A1000MR000	Masonry Package & Shop Drawings	45	45	03JAN11	04MAR11
A1000SE000	Soil & Erosion Package	15	15	03JAN11	21JAN11
A1000SP000	SPRINKLER DESIGN BUILD PACKAGE	15	15	03JAN11	21JAN11
A1000SU000	Site Utility Package	15	15	03JAN11	21JAN11
A1000A2101	M-E-P Packages	15	15	24JAN11	11FEB11
A1000A2103	Furnishings, Finishes & DF&HW	15	15	24JAN11	11FEB11
A1000A2102	Submittal Process Complete	0	0		04MAR11

Procurement

A2000A1100	Procurement Kickoff	0	0	24JAN11	
A2000A2100	M-E-P Equipment	200	200	24JAN11	31OCT11
A2000A2101	Furnishings, Finishes & DF&HW	10	10	24JAN11	04FEB11
A2000CV001	Conveying Systems	10	10	24JAN11	04FEB11
A2000FM000	Framing Material	10	10	24JAN11	04FEB11
A2000FM001	Windows	10	10	24JAN11	04FEB11



Claremont Construction Group
Whitlock Mills Remediation

Start date 01JAN11
Target finish date 16DEC10
Data date 01JAN11
Run date 16DEC10
Page number 1A
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SCHEDULE "C" - PROJECT SCHEDULE

SCHEDULE "C" 11/2/11

Act ID Description Orig Dur Rem Dur Early Start Early Finish

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB 2011 2012

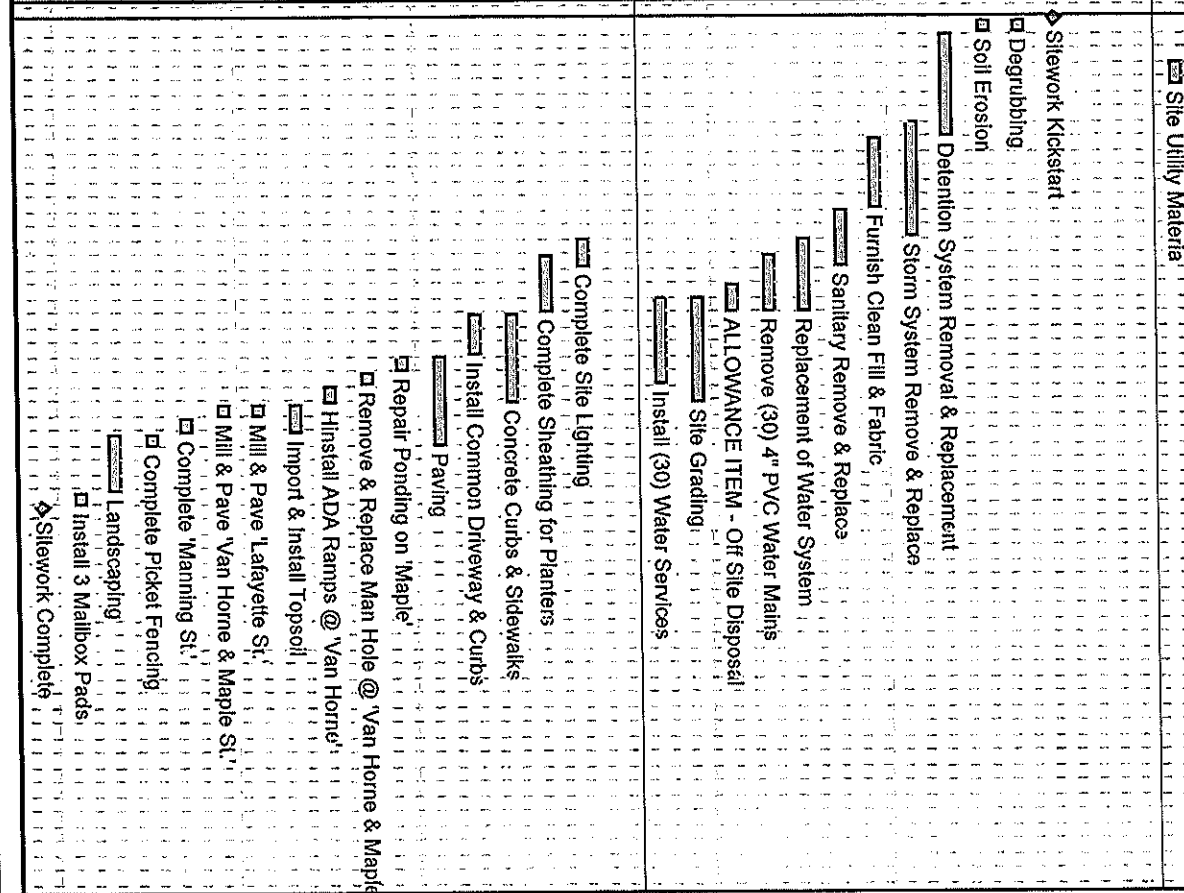
Site Development

Underground Utilities & Site Development PH 1

A2000SU000	Site Utility Material	10	10	24JAN11	04FEB11
SDSP1000110	Sitework Kickstart	0	0	03JAN11	
SDSP1000000	De grubbing	5	5	04JAN11	10JAN11
SDSP1000010	Soil Erosion	5	5	04JAN11	10JAN11
SDSP1000030	Detention System Removal & Replacement	35	35	11JAN11	28FEB11
SDSP1000040	Storm System Remove & Replace	40	40	22FEB11	18APR11
SDSP1000020	Furnish Clean Fill & Fabric	25	25	01MAR11	04APR11
SDSP1000050	Sanitary Remove & Replace	20	20	05APR11	02MAY11
SDSP1000070	Replacement of Water System	25	25	19APR11	23MAY11
SDSP1000080	Remove (30) 4" PVC Water Mains	20	20	26APR11	23MAY11
SDSP1000100	ALLOWANCE ITEM - Off Site Disposal	10	10	10MAY11	23MAY11
SDSP1000060	Site Grading	35	35	17MAY11	05JUL11
SDSP1000090	Install (30) Water Services	30	30	17MAY11	27JUN11

Site Completion & Finish PH 2

SDSP2000120	Complete Site Lighting	10	10	19APR11	02MAY11
SDSP2000000	Complete Sheathing for Planters	20	20	26APR11	23MAY11
SDSP2000030	Concrete Curbs & Sidewalks	30	30	24MAY11	05JUL11
SDSP2000130	Install Common Driveway & Curbs	15	15	24MAY11	13JUN11
SDSP2000040	Paving	30	30	14JUN11	26JUL11
SDSP2000150	Repair Ponding on 'Maple'	5	5	14JUN11	20JUN11
SDSP2000100	Remove & Replace Man Hole @ 'Van Horne &	5	5	21JUN11	27JUN11
SDSP2000090	Hinstall ADA Ramps @ 'Van Horne'	5	5	28JUN11	05JUL11
SDSP2000020	Import & Install Topsoil	10	10	06JUL11	19JUL11
SDSP2000070	Mill & Pave 'Lafayette St.'	5	5	06JUL11	12JUL11
SDSP2000080	Mill & Pave 'Van Horne & Maple St.'	5	5	06JUL11	12JUL11
SDSP2000060	Complete 'Manning St.'	5	5	13JUL11	19JUL11
SDSP2000010	Complete Picket Fencing	5	5	20JUL11	26JUL11
SDSP2000050	Landscaping	20	20	20JUL11	16AUG11
SDSP2000110	Install 3 Mailbox Pads	5	5	17AUG11	23AUG11
SDSP2000140	Sitework Complete	0	0		23AUG11



Claremont Construction Group
Whitlock Mills Remediation

Start date	01JAN11
Target finish date	16DEC10
Data date	01JAN11
Run date	16DEC10
Page number	2A
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Act ID Description Orig Dur Reim Dur Early Start Early Finish

Phase 1

Start

P1A01A1000 Phase 1 Kickstart 0 0 03JAN11

Parking Garage (Building 'C')

P1BPGA1000	Parking Garage Kick Start	0	0	03JAN11	
P1BPGDM000	Remove Debris	5	5	03JAN11	07JAN11
P1BPGDM010	Remove Steel & Concrete Bay @ Roof	10	10	10JAN11	21JAN11
P1BPGOM000	Completion of ADA Railings	25	25	10JAN11	11FEB11
P1BPGCF000	ALLOWANCE ITEM - Seismic Upgrade	45	45	24JAN11	25MAR11
P1BPGSP000	Design Build New Sprinkler System	65	65	24JAN11	22APR11
P1BPGTR000	Installation of Door to Big 'F'	10	10	24JAN11	04FEB11
P1BPGWC000	Painting Steel in Stairwells	10	10	07FEB11	18FEB11
P1BPGMR000	Enclose top of Stairwell with Masonry	5	5	14FEB11	18FEB11
P1BPGOM010	Installation of Bollards @ Riser Lines	5	5	14FEB11	18FEB11
P1BPGOM020	Installation of Drainage Grates	5	5	14FEB11	18FEB11
P1BPGCX000	Powerwash & Clean	5	5	21FEB11	25FEB11
P1BPGSP010	New Fire Pump Systems and Misc Sprinkler	20	20	25APR11	20MAY11
P1BPGA2000	Parking Garage Remediation Complete	0	0		20MAY11

Cluster 1 (Building 'F')

P1C01A1000	Big 'F' Kickstart	0	0	03JAN11	
P1C01CF300	Concrete Cutting & Excavation For Sprinkler	5	5	03JAN11	07JAN11
P1C01DM000	Demolition for Concrete Add & Repairs	5	5	03JAN11	07JAN11
P1C01DM100	Demolition for Interior Fire Ratings	5	5	03JAN11	07JAN11
P1C01DM200	Demolition of all Vinyl Flooring & Tub Surround	5	5	03JAN11	07JAN11
P1C01DM300	Misc. Demolition for MEP's	10	10	03JAN11	14JAN11
P1C01MR000	Scaffolding for Repointing	5	5	03JAN11	07JAN11
P1C01TR100	Misc. Carpentry Remediation	15	15	03JAN11	21JAN11
P1C01TR200	Reset & Adjust Existing Doors & Windows	15	15	03JAN11	21JAN11
P1C01CF000	Footings for Stairs	10	10	10JAN11	21JAN11
P1C01MR100	Exterior Pointing	40	40	10JAN11	04MAR11
P1C01SP000	Sprinkler Pump Room & Mains	10	10	10JAN11	21JAN11
P1C01TM000	Interior Fire Caulking	40	40	10JAN11	04MAR11

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB 2011 2012

Phase 1 Kickstart

◆ Parking Garage Kick Start	
▣ Remove Debris	
▣ Remove Steel & Concrete Bay @ Roof	
▣ Completion of ADA Railings	
▣ ALLOWANCE ITEM - Seismic Upgrade	
▣ Design Build New Sprinkler System	
▣ Installation of Door to Big 'F'	
▣ Painting Steel in Stairwells	
▣ Enclose top of Stairwell with Masonry	
▣ Installation of Bollards @ Riser Lines	
▣ Installation of Drainage Grates	
▣ Powerwash & Clean	
▣ New Fire Pump Systems and Misc Sprinkler Work	
◆ Parking Garage Remediation Complete	

◆ Big 'F' Kickstart	
▣ Concrete Cutting & Excavation For Sprinkler Rim	
▣ Demolition for Concrete Add & Repairs	
▣ Demolition for Interior Fire Ratings	
▣ Demolition of all Vinyl Flooring & Tub Surround	
▣ Misc. Demolition for MEP's	
▣ Scaffolding for Repointing	
▣ Misc. Carpentry Remediation	
▣ Reset & Adjust Existing Doors & Windows	
▣ Footings for Stairs	
▣ Exterior Pointing	
▣ Sprinkler Pump Room & Mains	
▣ Interior Fire Caulking	

Early bar

Progress bar

Critical bar

Summary bar

Start milestone point

Finish milestone point

Claremont Construction Group
Whitlock Mills Remediation

Start date 01JAN11
Target finish date 16DEC10
Data date 01JAN11
Run date 16DEC10
Page number 3A
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Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	2011												2012											
						JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
P1C02DM000	Demolition for Concrete Add & Repairs	5	5	24JAN11	28JAN11	■ Demolition for Concrete Add & Repairs																							
P1C02DM300	Misc. Demolition for MEP's	5	5	24JAN11	28JAN11	■ Misc. Demolition for MEP's																							
P1C02MR000	Scaffolding for Repointing	5	5	24JAN11	28JAN11	■ Scaffolding for Repointing																							
P1C02TR100	Reframing of ADA Kitchens	5	5	24JAN11	28JAN11	■ Reframing of ADA Kitchens																							
P1C02TR200	Reset & Adjust Existing Doors & Windows	10	10	24JAN11	04FEB11	■ Reset & Adjust Existing Doors & Windows																							
P1C02CF000	Footings for Stairs	10	10	31JAN11	11FEB11	■ Footings for Stairs																							
P1C02DM100	Demolition for Interior Fire Ratings	5	5	31JAN11	04FEB11	■ Demolition for Interior Fire Ratings																							
P1C02EL000	Testing & Lamping	5	5	31JAN11	04FEB11	■ Testing & Lamping																							
P1C02MR100	Exterior Pointing	10	10	31JAN11	11FEB11	■ Exterior Pointing																							
P1C02PL100	Plumbing	10	10	31JAN11	11FEB11	■ Plumbing																							
P1C02PL110	Add Drain Lines for Washing Machine	5	5	31JAN11	04FEB11	■ Add Drain Lines for Washing Machine																							
P1C02SP000	Sprinkler Pump Room & Mains	10	10	07FEB11	18FEB11	■ Sprinkler Pump Room & Mains																							
P1C02EL100	Electrical Repairs	10	10	07FEB11	18FEB11	■ Electrical Repairs																							
P1C02TM000	Interior Fire Caulking	15	15	07FEB11	25FEB11	■ Interior Fire Caulking																							
P1C02TM200	Fire Stopping in Ceiling	15	15	07FEB11	25FEB11	■ Fire Stopping in Ceiling																							
P1C02CF100	Stair Platforms	5	5	14FEB11	18FEB11	■ Stair Platforms																							
P1C02CF200	Slab Remediation & Insulation	10	10	14FEB11	25FEB11	■ Slab Remediation & Insulation																							
P1C02CW000	Kitchen & Vanity Cabinet Installation	5	5	14FEB11	18FEB11	■ Kitchen & Vanity Cabinet Installation																							
P1C02PL000	Install Off Set Diverter per ADA	10	10	14FEB11	25FEB11	■ Install Off Set Diverter per ADA																							
P1C02SP100	Sprinkler Work Per KE Drawings	10	10	14FEB11	25FEB11	■ Sprinkler Work Per KE Drawings																							
P1C02TM100	Exterior Joint Caulking	5	5	14FEB11	18FEB11	■ Exterior Joint Caulking																							
P1C02AC000	Unit Start Up & Evaluation	5	5	21FEB11	25FEB11	■ Unit Start Up & Evaluation																							
P1C02EL300	Fire Alarm	7	7	21FEB11	01MAR11	■ Fire Alarm																							
P1C02OM000	Refurbish Steel Stairs	15	15	21FEB11	11MAR11	■ Refurbish Steel Stairs																							
P1C02PL200	Plumbing Kitchen & Vanity Sink Installation	5	5	21FEB11	25FEB11	■ Plumbing Kitchen & Vanity Sink Installation																							
P1C02AC100	Complete HVAC Systems	10	10	28FEB11	11MAR11	■ Complete HVAC Systems																							
P1C02TR400	Fire Rating Patching & Repair	5	5	28FEB11	04MAR11	■ Fire Rating Patching & Repair																							
P1C02TR300	Misc. Gypsum Patching & Repair	5	5	14MAR11	18MAR11	■ Misc. Gypsum Patching & Repair																							
P1C02FL000	Floorcovering Repair, Replace, New, Clean	10	10	21MAR11	01APR11	■ Floorcovering Repair, Replace, New, Clean																							
P1C02SO000	Installation of Tub Surrounds	5	5	21MAR11	25MAR11	■ Installation of Tub Surrounds																							
P1C02TR000	Interior Trim & HW Installation	10	10	21MAR11	01APR11	■ Interior Trim & HW Installation																							
P1C02WC000	Interior Painting	10	10	04APR11	15APR11	■ Interior Painting																							
P1C02AC200	HVAC Filter Replacement	5	5	18APR11	22APR11	■ HVAC Filter Replacement																							

Claremont Construction Group

Whitlock Mills Remediation

■ Early bar

■ Progress bar

■ Critical bar

■ Summary bar

◆ Start milestone point

◆ Finish milestone point

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	2011												2012											
						JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PIC03PL200	Plumbing Kitchen & Vanity Sink Installation	5	5	14MAR11	18MAR11																								
PIC03SO000	Installation of New Ceramic Tile	5	5	14MAR11	18MAR11																								
PIC03TR000	Interior Trim & HW Installation	5	5	14MAR11	18MAR11																								
PIC03WC000	Interior Painting	5	5	28MAR11	01APR11																								
PIC03AC200	HVAC Filter Replacement	5	5	04APR11	08APR11																								
PIC03BA000	Bathroom Accessories	5	5	04APR11	08APR11																								
PIC03CL000	Shelving	5	5	04APR11	08APR11																								
PIC03SG000	Signage	5	5	04APR11	08APR11																								
PIC03WT000	New Blinds	5	5	04APR11	08APR11																								
PIC03CX000	Final Cleaning	5	5	11APR11	15APR11																								
PIC03WT100	Building 'A' Remediation Complete	0	0		15APR11																								

Cluster 4 (Building '1-3')

PIC04A1000	Big '1-3' Kickstart	0	0	28FEB11																									
PIC04AC010	Remove AHU for Fire Ratings	5	5	28FEB11	04MAR11																								
PIC04CF300	Concrete Cutting & Excavation For Sprinkler	5	5	28FEB11	04MAR11																								
PIC04DM000	Demolition for Concrete Add & Repairs	5	5	28FEB11	04MAR11																								
PIC04DM300	Misc. Demolition for MEP's	5	5	28FEB11	04MAR11																								
PIC04MR000	Scaffolding for Repointing	5	5	28FEB11	04MAR11																								
PIC04TR100	Reframing of ADA Kitchens	5	5	28FEB11	04MAR11																								
PIC04TR200	Reset & Adjust Existing Doors & Windows	5	5	28FEB11	04MAR11																								
PIC04CF000	Footings for Stairs	10	10	07MAR11	18MAR11																								
PIC04DM100	Demolition for Interior Fire Ratings	5	5	07MAR11	11MAR11																								
PIC04EL000	Testing & Lamping	5	5	07MAR11	11MAR11																								
PIC04MR100	Exterior Pointing	10	10	07MAR11	18MAR11																								
PIC04PL100	Plumbing	10	10	07MAR11	18MAR11																								
PIC04PL110	Add Drain Lines for Washing Machine	5	5	07MAR11	11MAR11																								
PIC04SP000	Sprinkler Pump Room & Mains	5	5	07MAR11	11MAR11																								
PIC04EL100	Electrical Repairs	5	5	14MAR11	18MAR11																								
PIC04SP100	Sprinkler Work Per KE Drawings	5	5	14MAR11	18MAR11																								
PIC04TM000	Interior Fire Caulking	10	10	14MAR11	25MAR11																								
PIC04TM200	Fire Stopping in Ceiling	10	10	14MAR11	25MAR11																								
PIC04AC000	Unit Start Up & Evaluation	5	5	21MAR11	25MAR11																								
PIC04CF100	Stair Platforms	5	5	21MAR11	25MAR11																								

Start date01JAN11

Target finish date16DEC10

Data date01JAN11

Run date16DEC10

Page number7A

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Whitlock Mills Remediation

Early bar

Progress bar

Critical bar

Summary bar

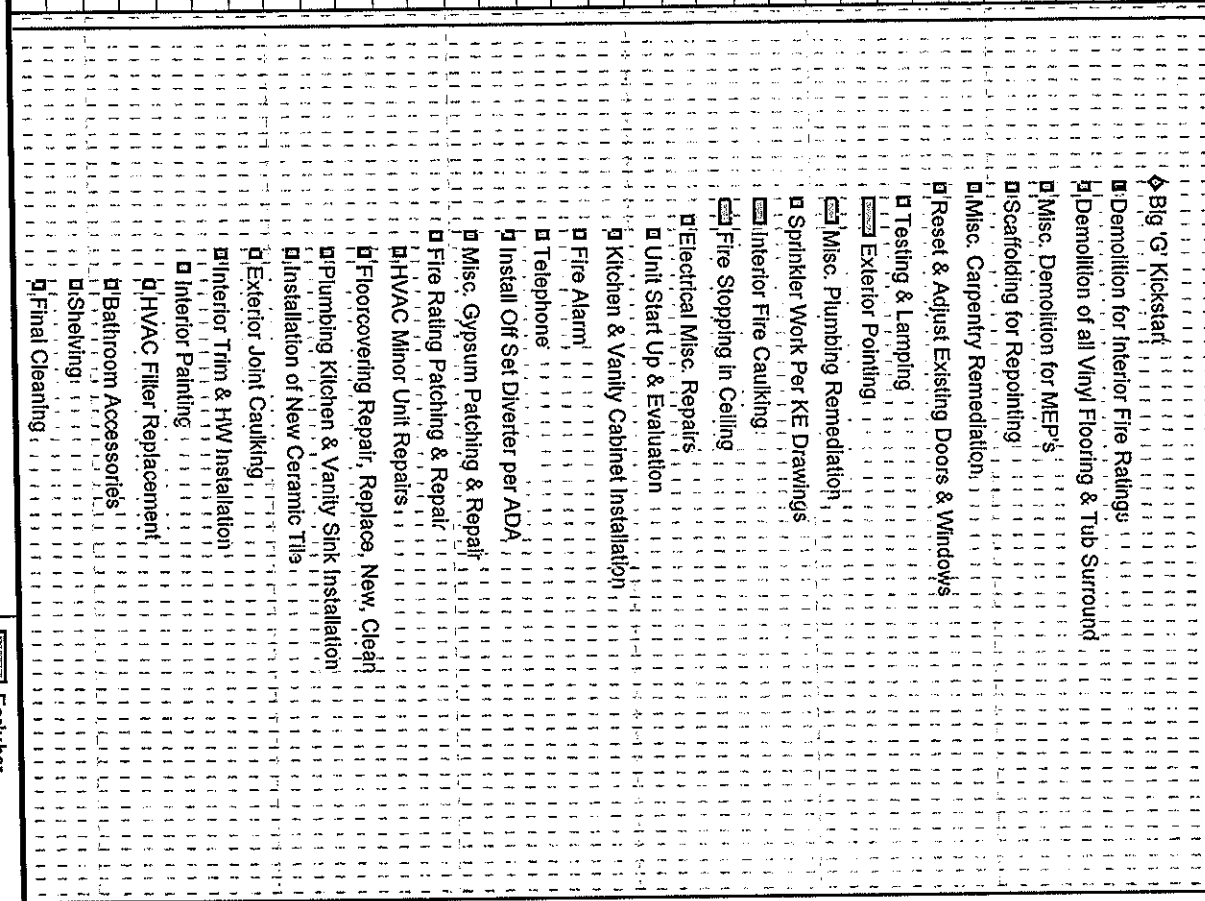
Start milestone point

Finish milestone point

Act ID		Description	Orig Dur	Rem Dur	Early Start	Early Finish	2011												2012																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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P1C05EL000	Testing & Lamping		5	5	21MAR11	25MAR11																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												</

Cluster 6 (Building 'G')

P1C06A1000	Big 'G' Kickstart	0	0	21MAR11	
P1C06DDM100	Demolition for Interior Fire Ratings	5	5	21MAR11	26MAR11
P1C06DDM200	Demolition of all Vinyl Flooring & Tub Surround	5	5	21MAR11	26MAR11
P1C06DDM300	Misc. Demolition for MEP's	5	5	21MAR11	26MAR11
P1C06MFR000	Scaffolding for Repointing	5	5	21MAR11	26MAR11
P1C06TR100	Misc. Carpentry Remediation	5	5	21MAR11	26MAR11
P1C06TR200	Reset & Adjust Existing Doors & Windows	5	5	21MAR11	26MAR11
P1C06EL000	Testing & Lamping	5	5	28MAR11	01APR11
P1C06MR100	Exterior Pointing	15	15	28MAR11	15APR11
P1C06PL100	Misc. Plumbing Remediation	10	10	28MAR11	08APR11
P1C06SP100	Sprinkler Work Per KE Drawings	5	5	28MAR11	01APR11
P1C06TM000	Interior Fire Caulking	10	10	28MAR11	08APR11
P1C06TM200	Fire Stopping In Ceiling	10	10	28MAR11	08APR11
P1C06EL100	Electrical Misc. Repairs	5	5	04APR11	08APR11
P1C06AC000	Unit Start Up & Evaluation	5	5	11APR11	15APR11
P1C06CWM000	Kitchen & Vanity Cabinet Installation	5	5	11APR11	15APR11
P1C06EL300	Fire Alarm	5	5	11APR11	15APR11
P1C06EL310	Telephone	5	5	11APR11	15APR11
P1C06PL000	Install Off Set Diverter per ADA	5	5	11APR11	15APR11
P1C06TR300	Misc. Gypsum Patching & Repair	5	5	11APR11	15APR11
P1C06TR400	Fire Rating Patching & Repair	5	5	11APR11	15APR11
P1C06AC100	HVAC Minor Unit Repairs	5	5	18APR11	22APR11
P1C06FL000	Floorcovering Repair, Replace, New, Clean	5	5	18APR11	22APR11
P1C06PL200	Plumbing Kitchen & Vanity Sink Installation	5	5	18APR11	22APR11
P1C06SD000	Installation of New Ceramic Tile	5	5	18APR11	22APR11
P1C06TM100	Exterior Joint Caulking	5	5	18APR11	22APR11
P1C06TR000	Interior Trim & HW Installation	5	5	18APR11	22APR11
P1C06WC000	Interior Painting	5	5	25APR11	29APR11
P1C06AC200	HVAC Filter Replacement	5	5	02MAY11	06MAY11
P1C06BA000	Bathroom Accessories	5	5	02MAY11	06MAY11
P1C06CL000	Shelving	5	5	02MAY11	06MAY11
P1C06CX000	Final Cleaning	5	5	02MAY11	06MAY11



Claremont Construction Group

Whitlock Mills Remediation

Start date	01JAN11
Target finish date	16DEC10
Data date	01JAN11
Run date	16DEC10
Page number	10A
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Act		Description	Orig Dur	Rem Dur	Early Start	Early Finish	2011												2012		
ID							JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	
P2C107M100	Exterior Joint Caulking		5	5	16AUG11	22AUG11															
P2C107R300	Misc. Gypsum Patching & Repair		5	5	23AUG11	29AUG11															
P2C10FL000	Floorcovering Repair, Replace, New, Clean		10	10	30AUG11	12SEP11															
P2C10S0000	Installation of Tub Surrounds		5	5	30AUG11	05SEP11															
P2C107R000	Interior Trim & HW Installation		10	10	30AUG11	12SEP11															
P2C10WC000	Interior Painting		10	10	13SEP11	26SEP11															
P2C10AC200	HVAC Filter Replacement		5	5	27SEP11	03OCT11															
P2C10AP000	Appliances		5	5	27SEP11	03OCT11															
P2C10BA000	Bathroom Accessories		5	5	27SEP11	03OCT11															
P2C10CL000	Shelving		5	5	27SEP11	03OCT11															
P2C10CX000	Final Cleaning		10	10	27SEP11	10OCT11															
P2C10SG000	Signage		5	5	27SEP11	03OCT11															
P2C10WMT000	New Blinds		5	5	27SEP11	03OCT11															
P2C10WV100	Building 1-5 thru 1-11 Remediation Complete		0	0		10OCT11															
Cluster 11 (Building 1-22 thru 1-24)																					
P2C11A1000	Big 1-22 thru 1-24 Kickstart		0	0	26JUL11																
P2C11AC010	Remove AHU for Fire Ratings		5	5	26JUL11	01AUG11															
P2C11CF300	Concrete Cutting & Excavation For Sprinkler		5	5	26JUL11	01AUG11															
P2C11DM000	Demolition for Concrete Add & Repairs		5	5	26JUL11	01AUG11															
P2C11DM300	Misc. Demolition for MEP's		5	5	26JUL11	01AUG11															
P2C11MR000	Scaffolding for Repointing		5	5	26JUL11	01AUG11															
P2C11TR100	Reframing of ADA Kitchens		5	5	26JUL11	01AUG11															
P2C11TR200	Reset & Adjust Existing Doors & Windows		10	10	26JUL11	08AUG11															
P2C11CF000	Footings for Stairs		10	10	02AUG11	15AUG11															
P2C11DM100	Demolition for Interior Fire Ratings		5	5	02AUG11	08AUG11															
P2C11EL000	Testing & Lamping		5	5	02AUG11	08AUG11															
P2C11MR100	Exterior Pointing		10	10	02AUG11	15AUG11															
P2C11PL100	Plumbing		10	10	02AUG11	15AUG11															
P2C11PL110	Add Drain Lines for Washing Machine		5	5	02AUG11	08AUG11															
P2C11SP000	Sprinkler Pump Room & Mains		5	5	02AUG11	08AUG11															
P2C11EL100	Electrical Repairs		5	5	09AUG11	15AUG11															
P2C11SP100	Sprinkler Work Per KE Drawings		10	10	09AUG11	22AUG11															
P2C11TM000	Interior Fire Caulking		15	15	09AUG11	29AUG11															
Start date 01JAN11																					
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Page number 16A																					
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<div><div><div>Early bar</div><div>Progress bar</div><div>Critical bar</div><div>Summary bar</div><div>Start milestone point</div><div>Finish milestone point</div></div></div>																					

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	2011												2012		
						JUN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	
P2C11TM200	Fire Stopping in Ceiling	15	15	09AUG11	29AUG11															
P2C11AC000	Unit Start Up & Evaluation	5	5	16AUG11	22AUG11															
P2C11CF100	Stair Platforms	5	5	16AUG11	22AUG11															
P2C11CF200	Slab Remediation & Insulation	10	10	16AUG11	29AUG11															
P2C11CW000	Kitchen & Vanity Cabinet Installation	5	5	16AUG11	22AUG11															
P2C11EL300	Fire Alarm	5	5	16AUG11	22AUG11															
P2C11PL000	Install Off Set Diverter per ADA	10	10	16AUG11	29AUG11															
P2C11TM100	Exterior Joint Caulking	5	5	16AUG11	22AUG11															
P2C11AC100	Complete HVAC Sytems	10	10	23AUG11	05SEP11															
P2C11OM000	Refurbish Steel Stairs	15	15	23AUG11	12SEP11															
P2C11PL200	Plumbing Kitchen & Vanity Sink Installation	5	5	23AUG11	29AUG11															
P2C11TR400	Fire Rating Patching & Repair	5	5	30AUG11	05SEP11															
P2C11TR300	Misc. Gypsum Patching & Repair	5	5	13SEP11	19SEP11															
P2C11FL000	Floorcovering Repair, Replace, New, Clean	10	10	20SEP11	03OCT11															
P2C11SO000	Installation of Tub Surrounds	5	5	20SEP11	26SEP11															
P2C11TR000	Interior Trim & HW Installation	10	10	20SEP11	03OCT11															
P2C11WC000	Interior Painting	10	10	04OCT11	17OCT11															
P2C11AC200	HVAC Filler Replacement	5	5	18OCT11	24OCT11															
P2C11AP000	Appliances	5	5	18OCT11	24OCT11															
P2C11BA000	Bathroom Accessories	5	5	18OCT11	24OCT11															
P2C11CL000	Shelving	5	5	18OCT11	24OCT11															
P2C11CX000	Final Cleaning	10	10	18OCT11	31OCT11															
P2C11SG000	Signage	5	5	18OCT11	24OCT11															
P2C11WT000	New Blinds	5	5	18OCT11	24OCT11															
P2C11WT100	Building 1'-22 thru 1-24 Remediation Complete	0	0		31OCT11															
Cluster 12 (Building 1'-25 thru 1-27)																				
P2C12A1000	Big 1'-25 thru 1-27 Kickstart	0	0	16AUG11																
P2C12AC010	Remove AHU for Fire Ratings	5	5	16AUG11	22AUG11															
P2C12CF300	Concrete Cutting & Excavation For Sprinkler	5	5	16AUG11	22AUG11															
P2C12DM000	Demolition for Concrete Add & Repairs	5	5	16AUG11	22AUG11															
P2C12DM300	Misc. Demolition for MEP's	5	5	16AUG11	22AUG11															
P2C12MR000	Scaffolding for Repointing	5	5	16AUG11	22AUG11															
P2C12TR100	Reframing of ADA Kitchens	5	5	16AUG11	22AUG11															
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Page number 17A																				
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							JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	
P2C12TR200		Reset & Adjust Existing Doors & Windows	10	10	16AUG11	29AUG11															
P2C12CF000		Footings for Stairs	10	10	23AUG11	06SEP11															
P2C12DM100		Demolition for Interior Fire Ratings	5	5	23AUG11	29AUG11															
P2C12EL000		Testing & Lamping	5	5	23AUG11	29AUG11															
P2C12MR100		Exterior Pointing	10	10	23AUG11	06SEP11															
P2C12PL100		Plumbing	10	10	23AUG11	06SEP11															
P2C12PL110		Add Drain Lines for Washing Machine	5	5	23AUG11	29AUG11															
P2C12SP000		Sprinkler Pump Room & Mains	5	5	23AUG11	29AUG11															
P2C12EL100		Electrical Repairs	5	5	30AUG11	06SEP11															
P2C12SP100		Sprinkler Work Per KE Drawings	10	10	30AUG11	12SEP11															
P2C12TM000		Interior Fire Caulking	15	15	30AUG11	19SEP11															
P2C12TM200		Fire Stopping in Ceiling	15	15	30AUG11	19SEP11															
P2C12AC000		Unit Start Up & Evaluation	5	5	06SEP11	12SEP11															
P2C12CF100		Stair Platforms	5	5	06SEP11	12SEP11															
P2C12CF200		Slab Remediation & Insulation	10	10	06SEP11	19SEP11															
P2C12CWM000		Kitchen & Vanity Cabinet Installation	5	5	06SEP11	12SEP11															
P2C12EL300		Fire Alarm	5	5	06SEP11	12SEP11															
P2C12PL000		Install Off Set Diverter per ADA	10	10	06SEP11	19SEP11															
P2C12TM100		Exterior Joint Caulking	5	5	06SEP11	12SEP11															
P2C12AC100		Complete HVAC Systems	10	10	13SEP11	26SEP11															
P2C12OM000		Refurbish Steel Stairs	15	15	13SEP11	03OCT11															
P2C12PL200		Plumbing Kitchen & Vanity Sink Installation	5	5	13SEP11	19SEP11															
P2C12TR400		Fire Rating Patching & Repair	5	5	20SEP11	26SEP11															
P2C12TR300		Misc. Gypsum Patching & Repair	5	5	04OCT11	10OCT11															
P2C12FL000		Floorcovering Repair, Replace, New, Clean	10	10	11OCT11	24OCT11															
P2C12SC000		Installation of Tub Surrounds	5	5	11OCT11	17OCT11															
P2C12TR000		Interior Trim & HW Installation	10	10	11OCT11	24OCT11															
P2C12WC000		Interior Painting	10	10	26OCT11	07NOV11															
P2C12AC200		HVAC Filter Replacement	5	5	08NOV11	14NOV11															
P2C12AP000		Appliances	5	5	08NOV11	14NOV11															
P2C12BA000		Bathroom Accessories	5	5	08NOV11	14NOV11															
P2C12CL000		Shelving	5	5	08NOV11	14NOV11															
P2C12CX000		Final Cleaning	10	10	08NOV11	21NOV11															
Start date		01JAN11																			
Target finish date		16DEC10																			
Data date		01JAN11																			
Run date		16DEC10																			
Page number		18A																			
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